

EXHIBIT "E"
TO
AMENDED AND RESTATED SERVICES AGREEMENT IN LIEU OF ANNEXATION

WAGE STANDARDS AGREEMENT

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This **WAGE STANDARDS AGREEMENT** (this "**Agreement**") is made as of the Effective Date (herein defined) by

CITY: CITY OF SAN ANTONIO, TEXAS, a municipal corporation; and

DEVELOPER: LUMBERMEN'S INVESTMENT CORPORATION, a Delaware corporation.

RECITALS

A. Developer is the owner of an aggregate of approximately 2,855.7473 acres of real property in Bexar County, Texas, consisting of the Annexation Tracts (defined herein), and the Non-Contiguous Tract (defined herein), which is located within the exclusive extraterritorial jurisdiction of the City of San Antonio, Texas, a home rule city under Article 11, Section 5 of the Texas Constitution and municipal corporation primarily situated in Bexar County, Texas.

B. Developer desires to develop the Land with a high quality, master-planned community; a full service, resort style hotel; single and multi-family residential housing; related commercial uses; and at least (2) golf courses.

C. Pursuant to *Section 43.0563, Texas Local Government Code*, City, the five representatives appointed by the Bexar County Commissioners Court under *Section 43.0562(b)* and Developer have entered into that certain Agreement For Services In Lieu of Annexation (the "**Services Agreement**"), pursuant to which City has agreed to the continuation of the extraterritorial status of the Annexation Tracts for a period of fifteen (15) years, subject to the terms of the Services Agreement.

D. Pursuant to the Services Agreement, Developer has agreed to construct a Hotel (herein defined) and two golf courses to be operated by PGA on the Annexation Tracts and contemplates an additional Hotel and golf course.

E. As a condition to City's agreements under the Services Agreement, Developer has covenanted and agreed to contractually impose certain wage standards for each Hotel and golf course to be operated upon the Annexation Tracts, as more fully set forth in this Agreement.

F. Pursuant to the Services Agreement, this Agreement is to be fully effective from and after the Effective Date until the termination of the Services Agreement.

NOW, THEREFORE, Developer does hereby covenant to and agree with City, as follows:

Definitions

For purposes hereof, the following terms are defined as set forth below:

"**Agreement**" means this Wage Standards Agreement.

"**Annexation Tracts**" means the four separate tracts of land as described on Exhibit A-1.

"**City**" means as defined in the Recitals.

"**Compliance Report**" means each semi-annual report to be provided in accordance with Section 3.1 of this Agreement.

"Developer" means Lumbermen's Investment Corporation, a Delaware corporation, and its successors or permitted assigns.

"Director of OED" means the Director of City's Office of Economic Development or such other designee as may be appointed by City, from time to time, to perform the functions of the Director of OED under the terms of this Agreement.

"Effective Date" means November 1, 2002.

"Employees" means Hotel Employees and PGA Employees.

"Employee Benefits" means, at a minimum, a health care plan with access to coverage for dependents and paid vacation benefits.

"Event of Non-Compliance" means an event of non-compliance described in Section 4.1 of this Agreement.

"Full-Time Employees" means Employees who are normally scheduled to work at least thirty-six (36) hours a week.

"Golf Course Tracts" means those portions of the Annexation Tracts so identified and described in the Declaration of Restrictive Covenants of even date, executed by Developer, as Declarant, and recorded in the Official Records, or so identified and described in any supplement or amendment thereto.

"Golf Course Related Improvements" means, collectively, those improvements related to the operation of a golf course, including (without implied limitation) clubhouses, golf learning or teaching facilities, driving ranges, pro shops, vending or snack facilities, maintenance facilities and areas, golf cart repair and parking areas.

"Hotel" means each hotel to be constructed on any Annexation Tract.

"Hotel Completion Date" means the date on which Bexar County has issued a final certificate of compliance to the owner of a Hotel inspected pursuant to Section 233.064, *Local Government Code*, evidencing the inspector's determination that the completed Hotel complies with Bexar County's fire code.

"Hotel Employee" means an employee of a Hotel Owner or Hotel Manager who works at a Hotel or a Leased Employee who works under the direction of a Hotel Owner or Hotel Manager at a Hotel, including an employee who is full-time, part-time, seasonal or temporary, but excluding the positions of waiter/waitress, bell staff, valet for automobile parking, concierge and bartender.

"Hotel Manager" means the hotel management company which operates a Hotel and its successors and assigns.

"Hotel Tract" means the tract or parcel of an Annexation Tract upon which a Hotel has been constructed.

"Leased Employee" means an employee of an employer which is operated as an employee leasing company.

"Non-Contiguous Tract" means the tract of land as described on Exhibit A-2.

"Notice of Non-Compliance" means a written notice which describes an Event of Non-Compliance and identifies the Wage Standard Employer which is not in compliance with the requirements of this Agreement.

"OED" means City's Office of Economic Development or such other designee as may be appointed by City, from time to time, to perform the functions of OED under the terms of this Agreement.

"PGA" means The Professional Golfers' Association of America, and its successors and assigns.

"PGA Employees" means the Full-Time Employees of (i) PGA and (ii) any other owner or operator of a golf course or a Golf Course Related Improvement located on an Annexation Tract, in any of the employment positions described in *"Exhibit B"* to this Agreement, except interns, apprentices, management trainees and volunteers.

"Semi-Annual Reporting Period" means (i) the six (6) month period commencing on the first (1st) day of the first calendar month following the Hotel Completion Date, or (ii) any successive six (6) month period thereafter during the Term of this Agreement.

"Services Agreement" means as defined in the Recitals.

"Skills Development Period" means the ninety (90) day period following first employment of an Employee that affords the opportunity for such Employee to complete specialized training and/or a probationary period.

"Term of this Agreement" means the duration of this Agreement, commencing on the Effective Date and terminating on the date on which the Services Agreement has terminated.

"Wage Standard" means, if the Hotel Completion Date occurs

- (a) prior to October 1, 2003, the sum of \$8.75 per hour,
- (b) on or after October 1, 2003 but before October 1, 2004, the sum of \$9.00 per hour,
- (c) on or after October 1, 2004 but before October 1, 2005, the sum of \$9.25 per hour,
- (d) on or after October 1, 2005 but before October 1, 2006, the sum of \$9.50 per hour,
- (e) on or after October 1, 2006 but before October 1, 2007, the sum of \$9.75 per hour, or
- (f) after October 1, 2007, the sum of \$10.00 per hour.

"Wage Standard Employer" means PGA, each Hotel Owner and each Hotel Manager.

Article 1. Developer's Obligations

Developer shall obtain the written agreement of each Wage Standard Employer that such Wage Standard Employer will be bound by and comply with the Wage Standard, Employee Benefits, Compliance Reporting, audit and other requirements of this Agreement to be performed or observed by each Wage Standard Employer. Such written agreement shall recognize City as a third party beneficiary thereof and shall authorize OED to perform the audit functions described in Section 3.2 of this Agreement and shall grant to City the access to information therein described. The agreement between Developer and each Wage Standard Employer shall be binding upon the successors and assigns of each party thereto and shall remain in effect so long as the Services Agreement shall remain in effect. Developer shall provide to City a copy of each such agreement and any amendments or supplements thereto.

Article 2. Wage and Benefit Requirements

2.1 Required Wage Standard. From and after the Hotel Completion Date, and following any Skills Development Period, each Wage Standard Employer shall compensate its Employees for employment services at an hourly rate not less than the applicable Wage Standard.

2.2 Benefits. Following any Skills Development Period, each Wage Standard Employer shall provide or make available, as applicable, the Employee Benefits to its Full-Time Employees.

Article 3. Reporting Requirements and Audit

3.1 Compliance Reports. Not later than thirty (30) days following each Semi-Annual Reporting Period, each Wage Standard Employer shall deliver to the Director of OED a written Compliance Report which provides the following information for the preceding Semi-Annual Reporting Period :

3.1.1 the actual number of Employees employed by such Wage Standard Employer at the commencement of such Semi-Annual Reporting Period and the actual number of Employees hired by such Wage Standard Employer during such Semi-Annual Reporting Period;

3.1.2 the actual number of Employees of such Wage Standard Employer who (i) received the required Wage Standard and (ii) did not receive the Wage Standard;

3.1.3 the actual number of Full-Time Employees of such Wage Standard Employer who are not participating or receiving each of the following Employee Benefits and the reasons for such non-participation: (i) the Wage Standard Employer's offered group health care plan; (ii) dependent health care coverage in such group health care plan; and (iii) paid personal leave benefits; and

3.1.4 the actual number of Employees of such Wage Standard Employer in the Skills Development Period and the date(s) on which the Skills Development Period expired or will expire for each such Employee.

3.2 Audit. Each Wage Standard Employer shall permit OED to review the personnel records of the Employees of such Wage Standard Employer, as reasonably necessary to verify the accuracy of the Compliance Reports required under Section 3.1. Following reasonable notice and during normal business hours, the personnel records of the Wage Standard Employer will be reviewed by OED at the site where the same may be located during the normal course of business. Any information which is not required by law to be made public may not be copied or disclosed by the reviewing party, except as necessary to enforce the agreements and obligations of Developer or a Wage Standard Employer under this Agreement.

Article 4. Non-Compliance

4.1 Events of Non-Compliance. An Event of Non-Compliance shall have occurred and be continuing if:

4.1.1 any Compliance Report provided pursuant to Section 3.1 reflects that the Wage Standard Employer is not in compliance with the Wage Standards and Employee Benefits requirements set forth in Article 2 of this Agreement;

4.1.2 an audit by OED pursuant to Section 3.2 or other information available to OED reveals that any Compliance Report inaccurately states or omits the information required to be set forth therein;

4.1.3 a Wage Standard Employer shall fail to comply with the audit requirements of Section 3.2;
or

4.1.4 a Wage Standard Employer shall fail or refuse to provide a Compliance Report to the Director of OED.

4.2 Notice of Non-Compliance. If OED gives Notice of Non-Compliance to Developer, Developer shall provide a copy of such Notice of Non-Compliance to each Wage Standard Employer identified in the Notice of Non-Compliance and shall make written demand upon each such Wage Standard Employer to cure the Event(s) of Non-Compliance specified in such Notice of Non-Compliance. Developer shall simultaneously provide a copy of such written demand to City.

4.3 Required Curative Action for an Event of Non-Compliance. An Event of Non-Compliance shall be deemed cured by the following action taken within the cure period prescribed herein for such Event of Non-Compliance:

4.3.1 Wage Requirements. If a Notice of Non-Compliance describes an Event of Non-Compliance under Subsection 4.1.1, such Event of Non-Compliance shall be cured by the following actions:

4.3.1.1 If any Employee has not been paid in accordance with the Wage Standard, each such Employee shall be paid, not later than the third succeeding payday for such Employee following the Notice of Non-Compliance, a lump sum payment equal to (i) all amounts by which the Employee has been underpaid as of the date of such lump sum payment, plus (ii) interest on such underpayment at the prime rate then charged by Frost Bank from the date of the underpayment until paid, and the Employee shall thereafter be paid in accordance with the required Wage Standard.

4.3.1.2 If any Full-Time Employee has not been provided full Employee Benefits in accordance with this Agreement, each such Full-Time Employee shall commence to receive such full Employee Benefits and shall be paid a cash sum equal to twenty-five percent (25%) of the Full-Time Employee's wages during the period of time that the Full-Time Employee was not provided Employee Benefits in breach of this Agreement, such benefits to be instated and payment to be made not later than the third succeeding payday for such Full-Time Employee.

4.3.1.3 Developer or the Wage Standard Employer for such Employee shall provide, within sixty (60) days of a Notice of Non-Compliance, written certification to OED that the required cure has been effected for all Events of Non-Compliance described in the Notice of Non-Compliance.

4.3.2 Inaccurate Compliance Reporting. If a Notice of Non-Compliance describes an inaccurate or incomplete Compliance Report, the subject Compliance Report shall be corrected and re-issued within sixty (60) days following the Notice of Non-Compliance.

4.3.3 Audit Deficiencies. If a Notice of Non-Compliance describes inaccurate or omitted information which has been made available to OED in connection with an audit pursuant to Section 3.2, the Wage Standard Employer shall provide such corrected or additional information to OED within thirty (30) days following the Notice of Non-Compliance.

4.3.4 Omitted Compliance Reporting. If a Notice of Non-Compliance describes a failure to timely provide a Compliance Report to OED, the Compliance Report must be provided to OED within thirty (30) days following such Notice of Non-Compliance.

4.4 Dispute Resolution. If a Wage Standard Employer disputes the existence of an Event of Non-Compliance, the affected Wage Standard Employer, at its sole expense, shall have the right to retain an independent accounting firm to examine the information described in the Notice of Non-Compliance and the supporting information related thereto. If such independent accounting firm issues a written opinion that denies the existence of the Event of Non-Compliance within fifteen (15) days following the Notice of Non-Compliance, and OED has not withdrawn such Notice of Non-Compliance within five (5) days following receipt of such written opinion, the issue in dispute shall be submitted to binding arbitration under the expedited rules of the American Arbitration Association, with all proceedings held in Bexar County, Texas, and the prevailing party shall be reimbursed for the costs thereof. Until the date of the issuance of the arbitrator's final report concluding such arbitration proceedings, the cure period applicable to such Event of Non-Compliance will be tolled.

4.5 Effect of Continuing Non-Compliance. City may, at its option, terminate this Agreement if, following Notice of Non-Compliance to Developer, an Event of Non-Compliance has not been cured within the applicable cure period, in the manner specified in Section 4.3 hereof, regardless of whether or not Developer has complied with its obligations hereunder to make written demand on the Wage Standard Employer named in such Notice of Non-Compliance. Developer confirms that termination of this Agreement in accordance with the terms of this Agreement is a "termination event" under the Services Agreement.

Article 5. Default by Developer

If Developer shall default in its obligations under Article 1 of this Agreement, City may, at its option, terminate this Agreement upon notice to Developer and may additionally pursue any and all remedies at law and/or in equity. No remedy stated herein is an exclusive remedy and pursuit of any remedy is not an election of remedies precluding the availability of any other remedy. No failure to exercise any remedy by City will effect a waiver of such remedy.

Article 6. Miscellaneous Provisions

6.1 Notices. Any demand, request or other notice required or permitted to be given hereunder, or otherwise given in regard to this Agreement shall be in writing and the same shall be given and be deemed to have been served and received (a) if hand delivered, when delivered in person to the address set forth hereinafter for the party to whom notice is being given (or, if applicable, when delivery is refused by the party to whom notice is being given), or (b) if mailed, on the date which is two (2) business days following the date on which such notice is placed in the United States mail, postage pre-paid, by certified mail, return receipt requested, addressed to the party to whom notice is being given at the address for such party hereinafter specified:

City: City of San Antonio
100 Military Plaza, 1st Floor
San Antonio, Texas 78207
Attention: Director of Development Services

With copies to: City Clerk
100 Military Plaza, 2nd Floor
San Antonio, Texas 78205, and

City Attorney
100 Military Plaza, 3rd Floor
San Antonio, Texas 78205

Developer: Lumbermen's Investment Corporation
5495 Beltline Road, Suite 225
Dallas, Texas 75240
Attention: President

With a copies to: Lumbermen's Investment Corporation
1300 S. MoPac Expressway
Austin, Texas 78746
Attention: General Counsel

Akin Gump Strauss Hauer & Feld LLP
300 Convent, Suite 1500
San Antonio, Texas 78205
Attention: M. Paul Martin

6.2 Severability. The invalidation of any one of the covenants or agreements herein contained, or the failure to enforce any of such covenants or agreements at the time of its violation, shall in no event affect any of the other covenants or agreements contained nor be deemed a waiver of the right to enforce the same or any other covenant or agreement thereafter.

6.3 Continuing Effect. This Agreement shall be binding upon Developer and its successors, and assigns, except to the extent this Agreement may be terminated pursuant to the terms hereof.

6.4 Headings. The titles, headings, and captions used in this instrument are for convenience only and are not to be used in construing this instrument or any part hereof.

6.5 Exhibits. All documents referred to herein and all documents attached hereto are incorporated herein for all purposes.

6.6 Interpretation. If this Agreement or anything set forth herein is or may be capable of interpretation in two or more conflicting ways, then the interpretation which is most nearly in accord with the general principals, purposes and objectives of this Agreement shall govern and control the meaning thereof. If any punctuation, word, clause or provision necessary to give effect to any other word, clause or provision hereof has been omitted, then it is understood that such omission was unintentional and the omission may be supplied by inference.

6.7 Attorney's Fees. If Declarant or City incurs reasonable expenses of any kind, including attorneys' fees, to enforce this Agreement and shall prevail in such enforcement, the prevailing party is entitled to recover such expenses from the other party to this Agreement.

6.8 Waiver. Any covenant, agreement or obligation of any party to this Agreement will not be waived or rendered unenforceable by reason of any lack of enforcement thereof.

6.9 Public Record. This Agreement may be filed in the Official Public Records of Bexar County, Texas.

6.10 Effective Date. This Agreement is dated as of the Effective Date.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

Signed by each party as of the date of the acknowledgment of such party.

DEVELOPER:

LUMBERMEN'S INVESTMENT CORPORATION,
a Delaware corporation

By:

John Pierret
John Pierret
Executive Vice President

THE STATE OF TEXAS §
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COUNTY OF Dallas §
 §
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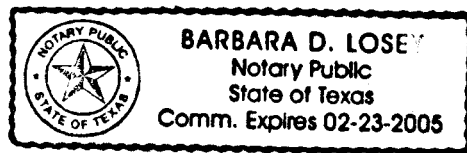
This instrument was acknowledged before me on January 3, 2003, by John Pierret, Executive Vice President of LUMBERMEN'S INVESTMENT CORPORATION, a Delaware corporation, on behalf of said corporation.

[seal]

Barbara D. Losey
Notary Public, State of Texas

My Commission Expires:

Printed/Typed Name





CITY:

CITY OF SAN ANTONIO, TEXAS

By:

Christopher J. Brady
Ferry M. Brachtel
City Manager

J. L. Ledezma
City Clerk

APPROVED AS TO FORM:

Andrew F. Martin
Andrew F. Martin, City Attorney

THE STATE OF TEXAS

§
§
§

COUNTY OF BEXAR

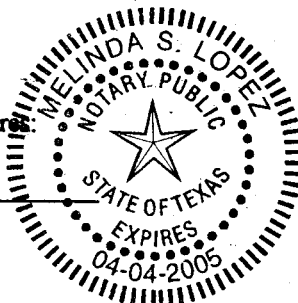
This instrument was acknowledged before me on April 7, 2003, 2002, by Ferry M. Brachtel, as City Manager of the CITY OF SAN ANTONIO, TEXAS, a municipal corporation, on behalf of said corporation.

Christopher J. Brady

[seal]

My Commission Expires:

04/04/2005



Melinda S. Lopez
Notary Public, State of Texas

Melinda S. Lopez
Printed/Typed Name

EXECUTION PAGE OF THE WAGE STANDARDS AGREEMENT

EXHIBIT A-1

TO

WAGE STANDARDS AGREEMENT

DESCRIPTION OF ANNEXATION TRACTS

TRACT ONE

A 1392.7 acre, or 60,666,506 square feet, more or less, tract of land being comprised of Evans - North Loop Subdivision recorded in Volume 9544, Page 33 of the Deed and Plat Records of Bexar County, Texas, and that 1394.189 acre tract recorded in Volume 5792, Pages 1701-1709 of the Official Public Records of Real Property of Bexar County, Texas. Said tract being out of the E. Martin Survey No. 89, Abstract 524, County Block 4909, the Rompel Koch & Voges Survey No. 1, Abstract 1020, County Block 4901, the W.M. Brisbin Survey No. 89½, Abstract 54, County Block 4900, the El Paso Irr. Co. Survey No. 92.1, Abstract 845, County Block 4910 and the Adolphus Harnden Survey No. 478 1/3, Abstract 350, County Block 4911 of Bexar County Texas. Said 1392.7 acre tract being more fully described as follows:

BEGINNING: At a found ½" iron rod with a yellow cap marked "Pape-Dawson" in the north right-of-way line of Evans Road, a 110-foot right-of-way, said iron rod also being the southeast corner of Fossil Ridge Subdivision, Unit 1, recorded in Volume 9548, Pages 197-204 of the Deed and Plat Records of Bexar County, Texas, out of a 403.9458 acre tract described in instrument recorded in Volume 5257, Pages 1293-1301 of the Official Public Records of Real Property of Bexar County, Texas, a corner of the aforementioned 1394.189 acre tract;

THENCE: N 23°23'37"W, bearings being based of the North American Datum of 1983, from State Plane Coordinates established for the Texas South Central Zone, departing the north right-of-way line of Evans Road, along and with the east line of Fossil Ridge Subdivision, a distance of 1203.02 feet to a found ½" iron rod at an angle point, (N 24°59'47"W, 1274.56' by deed, the distance of 1274.56 feet being comprised of this call for 1203.02 feet, and the remainder being the distance to the old right-of-way line of Evans Road which is described in a Evans Road right-of-way map dated April of 1987);

THENCE: N 23°30'17"W, along and with the east line of Fossil Ridge Subdivision, a distance of 450.07 feet to a found ½" iron rod set in concrete at an angle point;

THENCE: N 23°32'11"W, along and with the east line of Fossil Ridge Subdivision, a distance of 709.21 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point, said iron rod also being the southwest corner of a 229.000 acre save and except tract described in instrument recorded in Volume 5792, Pages 1701-1709 of the Official Public Records of Real Property of Bexar County, Texas, said 229.00 acre save and except tract being out of a 1623.189 acre tract recorded in Volume 3041, Pages 979-983 of the Official Public Records of Real Property of Bexar County, Texas, (N 25°07'30"W by deed);

THENCE: N 73°12'18"E, departing said east line of Fossil Ridge Subdivision, a distance of 2007.69 feet to a point;

THENCE: N 01°22'40"W, a distance of 376.50 feet to a point;

THENCE: N 13°37'20"E, a distance of 825.00 feet to a point;

THENCE: N 23°30'23"W, a distance of 400.85 feet to a point;

THENCE: Along the arc of a curve to the left, said curve having a radial bearing of N65°11'27" W, a radius of 760.00 feet, a central angle of 48°18'57", a chord bearing and distance of N 00°39'05" E, 622.06 feet, and an arc length of 640.89 feet to a point;

THENCE: Along the arc of a curve to the right, said curve having a radial bearing of N58°53'08" E, a radius of 1000.00 feet, a central angle of 55°55'25", a chord bearing and distance of N 03°09'09" W, 937.77 feet, and an arc length of 976.05 feet to a point;

THENCE: N 31°06'52"W, a distance of 110.00 feet to a point;

THENCE: S 58°53'08"W, a distance of 486.65 feet to a point;

THENCE: Along the arc of a curve to the left, said curve having a radial bearing of S23°53'08" W, a radius of 1000.00 feet, a central angle of 55°00'00", a chord bearing and distance of S 86°23'08" W, 923.50 feet, and an arc length of 959.93 feet to a point;

THENCE: N 66°06'52"W, a distance of 1650.00 feet to a point;

THENCE: Along the arc of a curve to the right, said curve having a radial bearing of N06°06'52" W, a radius of 1400.00 feet, a central angle of 30°00'00", a chord bearing and distance of N 81°06'52" W, 724.69 feet, an arc length of 733.04 feet to a point;

THENCE: S 83°53'08"W, a distance of 126.94 feet to a point;

THENCE: S 23°30'23"E, a distance of 603.61 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" at an interior corner of the said 1394.189 acre tract being the northeast corner of the aforementioned 403.9458 acre Fossil Ridge Subdivision parent tract;

THENCE: S 89°24'59"W, along and with the north line of the 403.9458 acre tract, a distance of 1581.35 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point, (S 87°49'00"W, 7167.93' by deed, the distance of 7167.93 feet being comprised of this call for 1581.35 feet, the next call for 1373.99 feet, 4091.02 feet along the north line of the aforementioned 194.2434 acre tract and a distance of 21.92 feet to the old right-of-way line of Bulverde Road which is described in a Bulverde Road right-of-way map dated November of 1985);

THENCE: S 89°24'59"W, along and with the north line of the 403.9458 acre tract, a distance of 1373.99 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at the northwest corner of the 403.9458 acre tract and the northeast corner of the aforementioned 194.2434 acre tract;

THENCE: S 89°24'59"W, along and with the south line of the 1394.189 acre tract and the north line of the 194.2434 acre tract, a distance of 4090.16 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson" in the east right-of-way line of Bulverde Road and at the northwest corner of the said 194.2434;

THENCE: Along and with the east right-of-way line of Bulverde Road the following bearings and distances;

N 10°32'43" W, a distance of 2.67 feet to a point;

Northeasterly with a curve to the right, said curve having a radius of 999.00 feet, a central angle of 22°37'38", a chord bearing and distance of N 00°46'06"E, 391.97 feet and an arc length of 394.52 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at a point of tangency;

N 12°04'55"E, a distance of 214.65 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at a point of curvature;

Northeasterly, with a curve to the right, said curve having a radius of 1102.00 feet, a central angle of 30°40'02", a chord bearing and distance of N 27°24'56" E, 582.82 feet, and an arc length of 589.84 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at a point of tangency;

N 42°44'57"E, a distance of 274.54 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" at the southwest corner of a 135.532 acre tract described in instrument recorded in Volume 5350, Page 2076-2081 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: N 89°25'08"E, departing the east right-of-way line of Bulverde road, along and with the south line of the 135.532 acre tract, a distance of 5968.30 feet to a found ½" iron rod at the southeast corner of the said 135.532 acre tract;

THENCE: N 23°29'40"W, a distance of 1190.36 feet, (N 25°05'12"W, 3406.40' by deed, the combined deed distance of 3406.40 feet in this call and that of the deed distance of 1064.15 feet quoted in the next call, being comprised of this call of 1190.36 feet, and next two calls of 2783.83 feet, and 494.80 feet), to a found ½" iron rod at the northeast corner of the 135.532 acre tract and the southeast corner of a 1350.297 acre tract recorded in Volume 4859, Pages 292-312 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: N 23°29'40"W, along and with the east line of the 1350.297 acre tract, a distance of 2783.83 feet, (N 25°18'04"W, 1064.15' by deed) to a found ½" iron rod marked MBC at an angle point;

THENCE: N 23°54'32"W, along and with the east line of the 1350.297 acre tract, a distance of 494.80 feet to a found ½" iron rod at the northwest corner of this tract;

THENCE: N 55°13'56"E, along and with the south line of the 1350.297 acre tract, a distance of 346.08 feet to a found ½" iron rod at an angle point;

THENCE: N 55°17'34"E, along and with the south line of the 1350.297 acre tract, a distance of 381.68 feet to a found ½" iron rod at an angle point;

THENCE: N 54°44'11"E, along and with the south line of the 1350.297 acre tract, a distance of 894.23 feet to a found ½" iron rod at an angle point, (N 53°31'36"E, 2026.43' by deed);

THENCE: N 55°46'21"E, along and with the south line of the 1350.297 acre tract, a distance of 403.85 feet to a found iron rod in the northwest corner of a 785.4 acre tract out of a 927.064 acre tract recorded in Volume 5362, Pages 756-764 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: S 54°16'26"E, departing the south line of the 1350.297 acre tract, along and with the west line of the 785.4 acre tract, a distance of 3325.13 feet to a found iron rod at an angle point, (S 55°52'24"E, 3325.13' by deed);

THENCE: S 54°11'40"E, along and with the west line of the 785.4 acre tract, a distance of 5267.86 feet to a fence post at an angle point, (S 55°47'33"E, 5277.27' by deed);

THENCE: S 50°09'55"E, along and with the west line of the 785.4 acre tract, a distance of 253.64 feet to a found iron rod in the northeast corner of a 51.788 acre tract described in instrument recorded in Volume 7002, Pages 658-662 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: S 03°57'49"E, departing the west line of the 785.4 acre tract, along and with the west line of the 51.788 acre tract, passing at 1048.25 feet a fence post at the southwest corner of the 51.788 acre tract and the northwest corner of a 30.04 acre tract described in instrument recorded in Volume 5362,

Pages 1539-1542 of the Official Public Records of Real Property of Bexar County, Texas and continuing along and with the west line of the 30.04 acre tract a total distance of 1479.02 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point, (S 05°30'33"E, 1478.86' by deed);

THENCE: S 08°30'05"E, along and with the west line of the 30.04 acre tract, a distance of 382.99 feet to a found ½" iron rod at an angle point (S 09°56'00"E, 382.42' by deed);

THENCE: S 01°31'55"W, along and with the west line of the 30.04 acre tract, passing at 396.50 feet a fence post at the southwest corner of the said 30.04 acre tract and the northwest corner of a 24.95 acre tract described in instrument recorded in Volume 4884, Pages 1495-1498 of the Official Public Records of Real Property of Bexar County, Texas, and continuing along and with the west line of the 24.95 acre tract a total distance of 1192.66 feet to a found 5/8" iron rod at the southwest corner of the 24.95 acre tract and the northwest corner of a 185.610 acre tract of land described in instrument recorded in Volume 4525, Pages 164-167 of the Deed Records of Bexar County, Texas, (S 00°10'35"E, 1193.13' by deed);

THENCE: S 16°01'29"W, along and with the west line of the 185.610 acre tract, a distance of 5051.21 feet, (S 14°18'24"W, 2685.40' and S 14°33'47"W, 2366.39' by deed); to a found ½" iron rod in the north right-of-way line of Evans Road, a 110 foot right-of-way;

THENCE: N 77°10'31"W, along and with the north right-of-way line of Evans Road, passing at 1600.26 feet the southwest corner of Evans - North Loop Subdivision recorded in Volume 9544, Page 33 of the Deed and Plat Records of Bexar County, Texas, and continuing for a total distance of 2134.38 feet to a found ½" iron rod at a point of curvature;

THENCE: Northwesterly, along the arc of a curve to the right, said curve having a radius of 2578.39 feet, a central angle of 8°52'15", a chord bearing and distance of N 72°44'24" W, 398.80 feet, and an arc length of 399.20 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at a point of tangency;

THENCE: N 68°18'16"W, a distance of 213.96 feet to the POINT OF BEGINNING and containing 1392.7 acres of land, in Bexar County, Texas. Said tract being described in accordance with a survey prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: October 22, 2002

JOB No.: 3538-24

DOC.ID.: H:\3538\24\WORK\FN\021018-A4-1394.doc

TRACT TWO

A 229.0 acre, or 9,973,288 square feet, more or less, tract of land being comprised of that 229.00 acre save and except tract described in instrument recorded in Volume 5792, Pages 1701-1709 of the Official Public Records of Real Property of Bexar County, Texas, said 229.00 acre save and except tract being out of a 1623.189 acre tract recorded in Volume 3041, Pages 979-983 of the Official Public Records of Real Property of Bexar County, Texas. Said tract being out of the E. Martin Survey No. 89, Abstract 524, County Block 4909, the El Paso Irr. Co. Survey No. 92.1, Abstract 845, County Block 4910 and the Adolphus Harnden Survey No. 478 1/3, Abstract 350, County Block 4911 of Bexar County Texas. Said 229.0 acre tract being more fully described as follows:

COMMENCING: At a found ½" iron rod with a yellow cap marked "Pape-Dawson" in the north right-of-way line of Evans Road, a 110-foot right-of-way, said iron rod also being the southeast corner of Fossil Ridge Subdivision, Unit 1, recorded in Volume 9548, Pages 197-204 of the Deed and Plat Records of Bexar County, Texas, out of a 403.9458 acre tract described in instrument recorded in Volume 5257, Pages 1293-1301 of the Official Public Records of Real Property of Bexar County, Texas, and a corner of a 1,394.189 acre tract described in instrument recorded in Volume 5792, Pages 1701-1709 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: N 23°23'37" W, bearings being based of the North American Datum of 1983, from State Plane Coordinates established for the Texas South Central Zone, departing the north right-of-way line of Evans Road, along and with the east line of Fossil Ridge Subdivision, a distance of 1,203.02 feet to a found ½" iron rod at an angle point, (N 24°59'47" W, 1,274.56' by deed, the distance of 1,274.56 feet being comprised of this call for 1,203.02 feet, and the remainder being the distance to the old right-of-way line of Evans Road which is described in a Evans Road right-of-way map dated April of 1987);

THENCE: N 23°30'17" W, along and with the east line of Fossil Ridge Subdivision, a distance of 450.07 feet to a found ½" iron rod set in concrete at an angle point;

THENCE: N 23°32'11" W, along and with the east line of Fossil Ridge Subdivision, a distance of 709.21 feet to the POINT OF BEGINNING at a found ½" iron rod with a yellow cap marked "Pape-Dawson", being the southwest corner of the 229.0 acre tract herein described;

THENCE: N 23°31'11" W, along and with the east line of Fossil Ridge Subdivision, passing at 104.93 feet a found ½" iron rod with a yellow cap marked "Pape-Dawson" at the northeast corner of Lot 17, Block 4 of Fossil Ridge Subdivision, and continuing for a total distance of 1,289.32 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" at the northeast corner of said Fossil Ridge Subdivision;

THENCE: N23°31'11" W, along and with the east line of the aforementioned 403.9458 acre Fossil Ridge Subdivision parent tract, a distance of 2,726.01 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" at an interior corner of the said 1,394.189 acre tract;

THENCE: N 23°30'23" W, a distance of 603.61 feet to a point;

THENCE: N 83°53'08" E, a distance of 126.94 feet to a point;

THENCE: Along the arc of a curve to the right, said curve having a radial bearing of S 06°06'52" E, a radius of 1,400.00 feet, a central angle of 30°00'00", a chord bearing and distance of S 81°06'52" E, 724.69 feet, an arc length of 733.04 feet to a point;

THENCE: S 66°06'52" E, a distance of 1,650.00 feet to a point;

THENCE: Along the arc of a curve to the left, said curve having a radial bearing of N 23°53'08" E, a radius of 1,000.00 feet, a central angle of 55°00'00", a chord bearing and distance of N 86°23'08" E, 923.50 feet, and an arc length of 959.93 feet to a point;

THENCE: N 58°53'08" E, a distance of 486.65 feet to a point;

THENCE: S 31°06'52" E, a distance of 110.00 feet to a point;

THENCE: Along the arc of a curve to the right, said curve having a radial bearing of S 58°53'08" W, a radius of 1,000.00 feet, a central angle of 55°55'25", a chord bearing and distance of S 03°09'09" E, 937.77 feet, and an arc length of 976.05 feet to a point;

THENCE: Along the arc of a curve to the left, said curve having a radial bearing of S 5°11'27" E, a radius of 760.00 feet, a central angle of 48°18'57", a chord bearing and distance of S00°39'05" W, 622.06 feet, and an arc length of 640.89 feet to a point;

THENCE: S 23°30'23" E, a distance of 400.85 feet to a point;

THENCE: S 13°37'20" W, a distance of 825.00 feet to a point;

THENCE: S 01°22'40" E, a distance of 376.50 feet to a point;

THENCE: S 73°12'18" W, a distance of 2,007.69 feet to the POINT OF BEGINNING and containing 229.0 acres of land in Bexar County, Texas. Said tract being described in accordance with a survey prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: October 22, 2002
JOB No.: 3538-24
DOC.ID.: 3538\24\Word\FN\021018-A3-229

TRACT THREE

A 187.20 acre, or 8,154,390 square feet, more or less, tract of land out of that 194.2434 acre tract recorded in Volume 3812, Pages 1580-1584 of the Official Public Records of Real Property of Bexar County, Texas, being out of the W.M. Brisbin Survey No. 89½, Abstract 54, County Block 4900 in Bexar County, Texas. Said 187.20 acre tract being more fully described as follows:

BEGINNING: At a found ½" iron rod with a yellow cap marked "Pape-Dawson" in the east right-of-way line of Bulverde Road, an 86-foot right-of-way, being at a northwest corner of Fossil Creek Subdivision, Unit 1, recorded in Volume 9541, Pages 177-178 of the Deed and Plat Records of Bexar County, Texas, and the southernmost corner of the herein described tract;

THENCE: Northwesterly, along and with the east right-of-way line of Bulverde Road with a curve to the left, having a radial bearing of S 67°45'32" W, a radius of 1,313.00 feet, a central angle of 22°59'41", a chord bearing and distance of N 33°44'18" W, 523.42 feet and an arc length of 526.95 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at the south corner of a 1.511 acre tract known as Parcel 12E, formerly being a portion of the right-of-way of Old Bulverde Road and deeded to Evans Road North Loop Venture in an unrecorded deed executed by County Judge Tom Vickers in July of 1988;

THENCE: Departing the east right-of-way line of Bulverde Road, along and with the boundary of the 1.511-acre tract the following bearings and distances;

N 04°41'26" W, a distance of 198.12 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 21°13'51" W, a distance of 59.48 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 44°11'00" W, a distance of 83.79 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 63°24'38" W, a distance of 432.95 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 70°15'43" W, a distance of 71.04 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 79°40'49" W, a distance of 370.52 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" on the east right-of-way line of Bulverde Road;

THENCE: Departing the boundary of the 1.511-acre tract, along and with the east right-of-way line of Bulverde Road the following bearings and distances;

N 58°46'37" W, a distance of 310.51 feet, to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at a point of curvature;

Northeasterly with a curve to the right, said curve having a radius of 1002.00 feet, a central angle of 34°57'20", a chord bearing and distance of N 41°17'57" W, 601.87 feet and an arc length of 611.31 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at a point of tangency;

N 23°49'18" W, a distance of 788.47 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" at a point of curvature;

Northwesterly with a curve to the left, said curve having a radius of 1,475.00 feet, a central angle of 14°53'03", a chord bearing and distance of N 31°15'49" W, 382.10 feet and an arc length of 383.17 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at the south corner of a 0.034 acre tract known as Parcel 12G, formerly being a portion of the right-of-way of Old Bulverde Road and deeded to Evans Road North Loop Venture in an unrecorded deed executed by County Judge Tom Vickers in July of 1988;

THENCE: Departing the east right-of-way line of Bulverde Road, along and with the boundary of the 0.034-acre tract the following bearings and distances;

N 30°24'18" W, a distance of 110.18 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 64°10'27" W, a distance of 52.20 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" on the east right-of-way line of Bulverde Road;

THENCE: Departing the boundary of the 0.034-acre tract, along and with the east right-of-way line of Bulverde Road the following bearings and distances;

N 41°59'45" W, a distance of 123.38 feet to a found ½" iron rod at a point of curvature;

Northeasterly with a curve to the right, said curve having a radius of 999.00 feet, a central angle of 31°27'02", a chord bearing and distance of N 26°16'14" W, 541.51 feet and an arc length of 548.37 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at a point of tangency;

N 10°32'43" W, a distance of 219.57 feet to a found ½" iron rod at the northwest corner of the aforementioned 194.2434 acre tract, the west corner of a 1394.189 acre tract recorded in Volume 5792, Pages 1701-1709 of the Official Public Records of Real Property of Bexar County, Texas and at an angle point;

THENCE: N 89°24'59" E, departing the east right-of-way line of Bulverde road, along and with the south line of the 1,394.189 acre tract, a distance of 4,090.16 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson" at the northwest corner of a 403.9458 acre tract described in instrument recorded in Volume 5257, Pages 1293-1301 of the Official Public Records of Real Property of Bexar County, Texas and the northeast corner of the aforementioned 194.2434 acre tract;

THENCE: S 19°21'43" W, along and with the west line of the 403.9458 acre tract, a distance of 1,027.05 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point, (S17°48'10" W, 1,026.69 feet by deed);

THENCE: S 89°26'18" W, along and with the 403.9458 acre tract, a distance of 480.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

THENCE: S 00°19'34" E, along and with the 403.9458 acre tract, passing at 1,437.69 feet a found 60 penny nail at the northwest corner of Fossil Creek Subdivision, Unit 1, and continuing for a total distance of 2,422.64 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point, (S 01°56'52" E, 2,422.66 feet by deed);

THENCE: S 60°02'12" W, along and with Fossil Creek Subdivision, Unit 1, a distance of 500.02 feet to the POINT OF BEGINNING and containing 187.20 acres of land, in Bexar County, Texas. Said tract being described in accordance with a survey prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: October 18, 2002; JOB No.: 3538-24; DOC.ID.: 3538\24\Word\FN\021018-a1-194

TRACT FOUR

A 785.4 acre, or 34,210,000 square feet, tract of land being the remainder of that 927.064 acre tract described in deed from Henry Van de Walle et al to Dan F. Parman in Volume 3089, Page 1393-1399 of the Official Public Records of Real Property of Bexar County, Texas, and conveyed to Peter Wolverton in Volume 5382, Page 756-764 of the Official Public Records of Real Property of Bexar County, Texas out of the E. Martin Survey 89, Abstract 524, County Block 4909, the E. Gonzales Survey 441, Abstract 288, County Block 4902, the Salvador Flores Survey No. 440, Abstract 243, County Block 4907, the Jil Jimenez Survey 358, Abstract 821(Bexar) 682(Comal), County Block 4905, the W. H. Hughes Survey No. 478, Abstract 345(Bexar) 364(Comal), County Block 4906, and the F. Valdez Survey No. 478½, Abstract 787, County Block 4908, in Bexar and Comal Counties, Texas. Said 785.4 acres being more particularly described as follows:

BEGINNING: at a set ½" iron rod with yellow cap marked "Pape-Dawson" at the southernmost corner of this tract, on the south line of said 927.064 acre tract, at the southwest corner of a 99.900 acre tract out of said 927.064 acre tract, the southwest corner of said 99.900 acre tract and said 927.064 acre tract being S 64°40'20" E, a distance of 780.00 feet to a found ½" iron rod, S 65°48'16" E, a distance of 1696.16 feet to a found ½" iron rod;

THENCE: Along and with the south line of said 927.064 acre tract the following calls and distances:

N 65°40'20"W, at 29.25 feet passing the northeast corner of a 51.788 acre tract conveyed to John B. Webb in Volume 7002, Page 658-682 of the Official Public Records of Real Property of Bexar County, Texas, and continuing with the south line of said 927.064 acre tract for a total distance of 1636.13 feet to a found ½" iron rod;

N 49°15'20"W, a distance of 1274.99 feet to a found ½" iron rod at the northwest corner of said 51.788 acre tract, the northeast corner of a 1394.189 acre tract conveyed to Lumbermans Investment Corporation in Volume 5792, Page 1701-1709 of the Official Public Records of Real Property of Bexar County, Texas, by deed N 50°51'38" W, 1276.71 feet;

N 50°09'55"W, a distance of 253.64 feet to a found ½" iron rod, by deed N 51°46'13"W, 246.49 feet;

N 54°11'40"W, a distance of 5267.86 feet to a found ½" iron rod in a 30" Live Oak, by deed N 55°47'33" W, 5276.83 feet;

N 54°16'26"W, a distance of 3325.13 feet to a found ½" iron rod at the southwest corner of the said 927.064 acres, the northwest corner of said 1394.189 acre tract, on the southeast line of a 1350.297 acre tract conveyed to the Poerner Family Partnership in Volume 4869, Page 292-312 of the Official Public Records of Real Property of Bexar County, Texas, by deed N 55°52'19" W, 3325.35 feet;

THENCE: N 54°59'55"E, a distance of 2448.93 feet to a found ½" iron rod at the northwest corner of said 927.064 acre tract, by deed N 53°24'02" E, 2449.06 feet;

THENCE: Continuing with the north line of said 927.064 acre tract the following calls and distances:

S 41°19'21"E, a distance of 1536.97 feet to a found ½" iron rod, by deed S 42°55'36" E, 1536.87 feet;

N 79°13'24"E, a distance of 849.81 feet to a found ½" iron rod, by deed N 77°37'30" E, 849.79 feet;

S 80°58'59"E, a distance of 1577.28 feet to a found ½" iron rod in 18" Cedar, by deed S 82°36'03" E, 1577.43 feet;

S 19°36'38"E, a distance of 238.56 feet to a found ½" iron rod in 17" Cedar, by deed S 21°16'00" E, 238.76 feet;

S 31°12'31"E, a distance of 408.74 feet to a found ½" iron rod in 20" Cedar, by deed S 32°46'48" E, 408.62 feet;

THENCE: S 38°28'19"E, a distance of 513.61 feet to a found ½" iron rod at the north corner of a 7.312 acre tract conveyed to John L. and Mary H. McClung in Volume 6934, Page 826-829 of the Official Public Records of Real Property of Bexar County, Texas, the north corner of that 40.955 acre tract out of said 927.064 acre tract conveyed to John O. Spice in Volume 6932, Page 279-286 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: Along and with the south line of said 40.955 acre tract the following calls and distances:

S 76°31'41"W, a distance of 408.43 feet to a set ½" iron rod with cap marked "Pape-Dawson", by deed S74°57'31" W, 408.99 feet;

S 09°28'05"E, a distance of 244.99 feet to a found ½" iron rod, by deed S 11°10'57"E, 245.63 feet;

S 44°28'05"E, a distance of 310.27 feet to a found ½" iron rod, by deed S 46°10'57" E, a distance of 310.00 feet;

S 59°36'52"E, a distance of 289.82 feet to a found ½" iron rod, by deed S 61°10'57" E, 290.07 feet;

S 88°19'58"E, a distance of 1558.63 feet to a found ½" iron rod, by deed East 1558.42 feet;

S 66°02'47"E, a distance of 318.27 feet to a found ½" iron rod, by deed S 67°40'05" E, 318.43 feet;

S 88°18'36"E, a distance of 895.37 feet to a found ½" iron rod, by deed East, 894.76 feet;

N 74°47'26"E, a distance of 418.72 feet to a found ½" iron rod, bent, by deed N 73°10'20" E, 417.94 feet;

S 88°07'27"E, at 626 feet passing the centerline of the Cibolo Creek and continuing for a total distance of 954.80 feet to a found ½" iron rod at the southeast corner of said 40.955 acre tract, on the east line of said 927.064 acre tract;

THENCE: Along and with the east line of said 927.064 acre tract the following calls and distances:

S 16°12'32"E, a distance of 527.73 feet to a set ½" iron rod with cap marked "Pape-Dawson" in the centerline of said Cibolo Creek, by deed S 17°50'29" E;

THENCE: S 63°21'01"E, a distance of 311.99 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the northeast corner of the said E. Martin Survey, on the south line of the said W. H. Hughes Survey 478, from which a 60" Live Oak bears N 43°E, a distance of 32.6 feet (11 ¼ varas) called a double 20" Live Oak in the deed of 392.0 acres from Dierks to 4D Bar Ranch recorded in Document 98-06026868 of the Official Records of Comal County, by deed S63°15'29"E, 328.78 feet;

THENCE: S 10°13'15"E, along and with the west line of said 392.0 acres, called as southerly line of the Joseph Thompson Survey 758, a distance of 2453.77 feet to a set ½" iron rod with cap marked "Pape-Dawson" in the centerline of the Cibolo Creek, the northeast corner of the aforementioned 99.900 acre tract, by deed S 11°45'29" E;

THENCE: Along and with the north and west line of said 99.900 acre tract the following calls and distances:

S 79°50'41" W, a distance of 1149.13 feet to a set ½" iron rod with cap marked "Pape-Dawson", by deed S 78°14'31" W, 1150.73 feet;

S 08°48'58" W, a distance of 1577.45 feet to a set ½" iron rod with cap marked "Pape-Dawson", by deed S 07°12'48" W, 1577.45 feet;

THENCE: S 24°18'58" W, a distance of 249.84 feet, by deed S 22°42'48" W, 250.00 feet, to the POINT OF BEGINNING and containing 785.4 acres in Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc..

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: September 19, 2000

JOB No.: 9988-00

DOC.ID.: N:\SURVEY00\0-10000\9988-00\9988-00.doc

TRACT FIVE

A 2.858 acre, or 124,493 square feet, more or less, tract of land being out of that 194.2434 acre tract recorded in Volume 3812, Pages 1580-1584 of the Official Public Records of Real Property of Bexar County, Texas, and being out of the W. M. Brisbin Survey No. 89½, Abstract 54, County Block 4900 of Bexar County Texas. Said 2.858 acre tract being more fully described as follows:

BEGINNING: At a set ½" iron rod with a yellow cap marked "Pape-Dawson" in the west right-of-way line of Bulverde Road, an 86-foot right-of-way, said iron rod located 43.00 feet left of Bulverde Road center line Station 39+03.31, at the most southerly northeast corner of Parcel 12F, a 1.904 acre tract of land being a portion of the old right-of-way of Bulverde Road;

THENCE: Departing the west right-of-way line of Bulverde Road, along and with the east line of Parcel 12F the following bearings and distances;

S 87°28'16"W, a distance of 418.13 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 73°07'57"W, a distance of 151.84 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 30°12'08"W, a distance of 113.80 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 01°05'28"E, a distance of 97.95 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 33°47'18"E, a distance of 229.50 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" on the west right-of-way line of said Bulverde Road;

THENCE: Northeasterly, along and with the west right-of-way line of Bulverde Road, with a curve to the left, said curve having a radial bearing of N 55°47'04" E, a radius of 1088.00 feet, a central angle of 24°33'41", a chord bearing and distance of S 46°29'46" E, 462.84 feet and an arc length of 466.40 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: S 58°46'37"E, along and with the west right-of-way line of Bulverde Road, a distance of 181.34 feet to the POINT OF BEGINNING and containing 2.858 acres of land in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: July 17, 2001

JOB No.: 3538-17

DOC.ID.: F:\Data\3767 City of San Antonio\007 Cibolo Creek project\Annexation\Wage Standards Agreement\FINAL - Wage Standards Agmt (12-10-02).wpd

TRACT SIX

A 0.4893 acre, or 21,313 square feet, more or less tract of land being out of that 194.2434 acre tract recorded in Volume 3812, Pages 1580-1584 of the Official Public Records of Real Property of Bexar County, Texas, and being out of the W.M. Brisbin Survey No. 89½, Abstract 54, County Block 4900 of Bexar County Texas. Said 0.4893 acre tract being more fully described as follows:

BEGINNING At a set ½" iron rod with a yellow cap marked "Pape-Dawson" in the west right-of-way line of Bulverde Road, an 86-foot right-of-way, said iron rod located 43.00 feet left of Bulverde Road center line Station 21+68.58 at the southeast corner of this tract;

THENCE: S 60°26'26"W, departing the west right-of-way line of Bulverde Road, a distance of 26.83 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" on the east line of Parcel 12D, a 0.769 acre tract of land being a portion of the old right-of-way of Bulverde Road;

THENCE: Along and with the east line of Parcel 12D, the following bearings and distances;

N 32°32'25"W, a distance of 52.11 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 47°54'19"W, a distance of 128.87 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 27°44'21"W, a distance of 98.42 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 04°41'26"W, a distance of 135.59 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" in the west right-of-way line of Bulverde Road;

THENCE: Southeasterly, along and with the west right-of-way line of Bulverde Road, along the arc of a curve to the right, said curve having a radial bearing of S49°42'58" W, a radius of 1227.00 feet, a central angle of 18°34'00", a chord bearing and distance of S 31°00'02" E, 395.87 feet, and an arc length of 397.61 feet to the POINT OF BEGINNING and containing 0.4893 acres of land in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc..

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: July 17, 2001

JOB No.: 3538-17

DOC.ID.: F:\Data\3767 City of San Antonio\007 Cibolo Creek project\Annexation\Wage Standards Agreement\FINAL - Wage Standards Agmt (12-10-02).wpd

EXHIBIT A-2
TO
WAGE STANDARDS AGREEMENT

NON-CONTIGUOUS TRACT

A 258.1 acre, or 11,244,000 square foot tract of land out of W. W. Allen Survey No. 353, Abstract 34, County, Block 4866, the C. Vogel and F. Koch Survey No. 422, Abstract 984, County Block 4872; the Rompel, Koch & Voges Survey No. 1, Abstract 1020, County Block 4901, the Antonio Ruiz Survey No. 448, Abstract 638, County Block 4895, the J. W. Esther Survey No. 364, Abstract 219, County Block 4897, the E. Gonzalez Survey No. 441, Abstract 288, County Block 4902, the W. M. Brisbin Survey No. 89 ½, Abstract 54, County Block 4900, and the Charles Rompel Survey No. 448, Abstract 1089, County Block 4880, Bexar County, Texas, the same 258.1 acre tract described in conveyance to Michael A. Carabetta in Warranty Deed recorded in Volume 5352, Pages 500-504 of the Official Public Records of Real Property of Bexar County, Texas, said 258.1 acre being more particularly described by metes and bounds as follows:

BEGINNING: At a found ½" iron rod, said point being on the east right-of-way line of Smithson Valley Road, right-of-way varies, the southeast corner of a called 4.9715 acre tract described in Volume 5535, Pages 1084-1085 of the Official Public Record of Real Property of Bexar County, Texas;

THENCE: Departing the east right-of-way line of said Smithson Valley Road, along and with the south line of said 4.9715 acre tract the following calls and distances:

N 80°22'30" E, a distance of 3053.24 feet to a found ½" iron rod;

N 80°22'20" E, a distance of 6664.34 feet to a found ½" iron rod;

N 80°32'09" E, a distance of 4387.96 feet to a set ½" iron rod with yellow cap marked "Pape Dawson"; and

N 83°34'30" E, a distance of 34.5 feet to the southeast corner of said 4.9715 acre tract, and continuing along and with the south line of a 1.898 acre tract described in Volume 6602, Pages 845-848 of the Official Public Records of Real Property of Bexar County, Texas, for a distance of 426.3 feet to the southeast corner of said 1.898 acre and continuing along and with the south line of a 14.843 acre tract described in Volume 5033, Page 1989-1992 of the Official Public Records of Real Property of Bexar County, Texas for a total distance of 1051.01 feet to a found ½" iron rod, the southeast corner of said 14.843 acre tract;

THENCE: N 11°00'02" E, along and with the east line of said 14.843 acre tract, a distance of 549.69 feet to a found ½" iron rod, the easterly northeast corner of said 14.843 acre tract on the south line of a 45.74 acre tract of land described in Volume 1906, Pages 1-6 of the Official Public Records of Real Property of Bexar County;

THENCE: N 89°57'11" E, along and with the south line of said 45.74 acre tract of land, a distance of 541.06 feet to a found ½" iron rod;

THENCE: N 03°33'04" W, along and with the east line of said 45.74 acre tract of land, a distance of 1580.54 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", an angle point on the west line of a 50 acre tract described in Volume 6471, Pages 284-290 of the Deed Records of Bexar County, Texas;

THENCE: S 31°15'35" E, along and with the west line of said 50 acre tract, a distance of 2024.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", the southwest corner of said 50 acre tract;

THENCE: Along and with the northeast corner of a 671.13 acre tract of land described in Volume 64, Page 621-623 of the Deed Records of Bexar County, Texas the following calls and distances:

S 71°15'21" W, a distance of 12.14 feet to a found ½" iron rod;

S 80°18'18" W, a distance of 10.61 feet to a found ½" iron rod;

S 75°51'52" W, a distance of 54.34 feet to a found ½" iron rod;

S 03°17'35" E, a distance of 87.63 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 62°13'40" E, a distance of 69.88 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", the northeast corner of a 613.30 acre tract of land described in Volume 4719, Pages 422-429 of the Deed Records of Bexar County, Texas;

THENCE: Along and with the northwest line of said 613.30 acre tract of land the following calls and distances:

S 55°06'33" W, a distance of 1447.64 feet to a set ½" iron rod a with yellow cap marked "Pape-Dawson";

S 55°22'44" W, a distance of 290.63 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 55°05'33" W, a distance of 1414.12 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 55°05'18" W, a distance of 2874.22 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Departing the northwest line of said 613.30 acre tract, along and with the northeast line of a 1350.297 acre tract described in Volume 4869, Pages 292-312 of the Official Public Records of Real Property of Bexar County, Texas

N 43°22'42" W, a distance of 275.13 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 57°35'24" W, a distance of 246.81 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 31°45'56" W, a distance of 756.76 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 19°43'56" W, a distance of 541.29 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 19°40'32" W, a distance of 213.89 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 81°30'06" W, a distance of 291.96 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 36°33'53" W, a distance of 140.19 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 81°24'04" W, a distance of 272.95 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 31°02'32" W, a distance of 204.10 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 30°04'50" W, a distance of 384.05 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: S 80°22'20" W, along and with the north line of said 1350.297 acre tract, a distance of 6684.18 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: S 80°22'30" W, continuing along and with the north line of said 1350.297 acre tract a distance of 3074.17 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", on the east right-of-way line of said Smithson Valley Road;

THENCE: N 09°36'02" E, along and with the east right-of-way line of said Smithson Valley Road, a distance of 63.54 feet to a the POINT OF BEGINNING and containing 258.1 acre in the City of San Antonio, Bexar County, Texas, said tract being described in accordance with a survey prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: December 8, 2000

JOB No.: 1475-00

DOC.ID.: N:\survey00\0-1500\1475-00\fieldnotes.doc

EXHIBIT B

PGA EMPLOYEE POSITIONS

1. Service Specialist - golf shop clerk
2. Fleet Manager - general (non-mechanical) maintenance of golf carts
3. Merchandise Assistant - golf shop staff
4. Tee Captain - greeter/host at bag drop-off
5. Hospitality Team - bag boys (valet and storage), cart scheduling, moving and storage
6. Tee Masters - starters
7. Play Co-ordinators - rangers/marshals
8. Range Tech Personnel - golf ball retrieval
9. Set Up Personnel - move tee markers, cut new holes, rope off areas for tournament play
10. Greens Keeper - cuts grass, trims, rakes sand traps
11. Maintenance - general labor
12. Deli Associate - food/beverage sales clerk

Print
5/17/14